**FLEXIBLE WORK SCHEDULE POLICY**

**PURPOSE**

[EMPLOYER'S NAME] may permit employees to work [the same total hours per workweek as [currently scheduled/expected upon hire], but at different times [than the standard operating hours] ("**Flexible Hours")**] [or] [the same total hours per workweek or pay period as [currently scheduled/expected upon hire], but over fewer workdays ("**Compressed Work Schedule**")].

This policy applies to employees approved to work under a [Flexible Hours] [or] [Compressed Work Schedule] arrangement.

Requests for schedule adjustments as a reasonable accommodation are not governed by this policy. [Employees seeking [Flexible Hours] [or] [a Compressed Work Schedule] as a reasonable accommodation must follow [EMPLOYER'S NAME]’s established procedures for requesting reasonable accommodations [outlined in [EMPLOYER'S NAME]’s [POLICY].]]

[EMPLOYER'S NAME] complies with applicable state regulations, including those in New Mexico, when implementing this policy.

**ELIGIBILITY**

[Following [[NUMBER] [days/months] of employment]/[OTHER MILESTONE],] [[full-time] employees who are [exempt/nonexempt] under the Fair Labor Standards Act (FLSA)/all employees/[SPECIFIED EMPLOYEES]] may request [Flexible Hours] [or] [a Compressed Work Schedule].

All requests must be pre-approved by the employee’s [immediate supervisor/manager] and [Human Resources/[OTHER DEPARTMENT]].

Approval to work [Flexible Hours] [or] [a Compressed Work Schedule] is granted at [EMPLOYER'S NAME]’s sole discretion and may be modified or revoked at any time.

**REQUESTS FOR FLEXIBLE WORK SCHEDULES**

[EMPLOYER'S NAME] will evaluate requests from eligible employees to work [Flexible Hours] [or] [a Compressed Work Schedule]. Approval is not guaranteed and is subject to management discretion. All requests must be submitted:

* In writing [using [FORM] available at [LOCATION]].
* To your [immediate supervisor/manager] and [Human Resources/[DEPARTMENT]].

[Upon receiving a request, [EMPLOYER'S NAME] may [contact you for additional details/ask you to explain [why your role is suitable for a [Flexible Hours] [or] [Compressed Work Schedule] arrangement and how the proposed schedule aligns with the business needs of [EMPLOYER'S NAME]].]]

Requests will be reviewed individually, and [EMPLOYER'S NAME] will consider factors such as [tenure,] [job responsibilities,] [performance,] [manager approval,] [business requirements,] and [OTHER FACTORS]. The company retains sole discretion to approve or deny any request.

[Employees working under [Flexible Hours] [or] [a Compressed Work Schedule] may occasionally be required to adjust their hours to accommodate business needs, such as attending meetings, traveling for work, or other operational requirements.]

[EMPLOYER'S NAME] reserves the right to withdraw approval for a flexible work arrangement at any time and require employees to return to their standard work hours.

[EMPLOYER'S NAME] reviews requests under this policy in accordance with New Mexico labor laws.

**TRIAL PERIOD APPROVAL FOR FLEXIBLE WORK SCHEDULES**

[EMPLOYER'S NAME] may grant a request to work [Flexible Hours] [or] [a Compressed Work Schedule] on a trial basis for [a period of [NUMBER] [weeks/months]]. During this trial period, the arrangement will be assessed to determine its suitability for both the employee and the organization.

Following the trial period, [EMPLOYER'S NAME] will review the [Flexible Hours] [or] [Compressed Work Schedule] arrangement and decide whether to:

* Discontinue the arrangement.
* Approve it for an extended duration.

[After the trial period, the arrangement may also be subject to [regular/ongoing] evaluations [every [TIME PERIOD]] to ensure it continues to meet business needs and remains appropriate for the employee's role.]

**CORE BUSINESS HOURS REQUIREMENTS**

[EMPLOYER'S NAME] may require employees with a [Flexible Hours] [or] [Compressed Work Schedule] arrangement to adhere to designated core business hours to ensure operational needs are met.

[Alternatively, all employees, including those with a [Flexible Hours] [or] [Compressed Work Schedule] arrangement, must work between [START TIME] and [END TIME] on [each workday/[SPECIFIC DAY(S) OF THE WEEK]].]

These core hours ensure collaboration, availability for meetings, and consistency across the organization.

**COMPRESSED WORK SCHEDULES**

[EMPLOYER'S NAME] provides eligible employees the option to request a Compressed Work Schedule as an alternative to the standard workweek, which is [outlined in [EMPLOYER'S NAME]'s [TIMEKEEPING OR PAYROLL POLICY] or typically runs from [DAY AND TIME] to [DAY AND TIME], consisting of [eight/[NUMBER]] hours per day for [five/[NUMBER]] consecutive days, with [60/[NUMBER]] minutes allocated for meal and break periods as specified in [EMPLOYER'S NAME]'s [POLICY NAME]].

Eligible employees working a standard [40-hour/[OTHER PERIOD]] workweek may request to adopt one of the following Compressed Work Schedules:

* 4/10 schedule: Working ten hours per day for four workdays each week.
* 9/80 schedule: Working 80 hours across nine workdays within a two-week period.
* [OTHER COMPRESSED WORK SCHEDULE OPTIONS]

[EMPLOYER'S NAME] may establish specific nonstandard workweeks for employees utilizing a Compressed Work Schedule. Employees with questions about their assigned workweek should contact [Human Resources/[PERSON OR DEPARTMENT]].

Paid holiday and vacation time

Paid holiday and vacation time for employees on a Compressed Work Schedule will be calculated as follows:

*When a paid holiday falls on a scheduled workday*

Employees will receive [eight/[NUMBER]] hours of holiday pay and are not required to work on the holiday.

If the scheduled workday exceeds [eight/[NUMBER]] hours:

* Employees may use [accrued] paid vacation time [or other paid time off] to account for the difference between the scheduled hours and the holiday pay.
* Alternatively, employees may elect to forego compensation for the remaining hours.
* With supervisor approval, employees may make up the additional hours on another workday during the same workweek.

*When a paid holiday falls on a scheduled day off*

Employees will receive [eight/[NUMBER]] hours off on a different workday within the same workweek.

If the new workday exceeds [eight/[NUMBER]] hours:

* Employees may use [accrued] paid vacation time [or other paid time off] to account for the difference.
* Alternatively, employees may forego compensation for the remaining hours.
* With supervisor approval, employees may make up the additional hours on another regularly scheduled workday within the same workweek.

*Vacation, sick and jury duty leave*

* Vacation and sick time: Employees using [accrued] [paid] vacation or sick time on a scheduled workday will have their balance deducted by the actual number of hours used, in accordance with [EMPLOYER'S NAME]'s [LEAVE POLICY].
* Jury duty: Employees on a Compressed Work Schedule will be compensated for jury duty in line with [EMPLOYER'S NAME]'s [JURY DUTY POLICY], except on their scheduled days off, during which no compensation will be provided.

All Compressed Work Schedule arrangements are subject to [EMPLOYER'S NAME]'s discretion and may be reviewed or modified as needed.

**MODIFICATIONS TO [FLEXIBLE HOURS] [OR] [COMPRESSED WORK SCHEDULE] ARRANGEMENTS**

Employees wishing to modify their existing [Flexible Hours] [or] [Compressed Work Schedule] arrangement must submit a request in advance. Approval of such changes must be obtained from both the employee's [immediate supervisor/manager] and [Human Resources/[DEPARTMENT]].

[EMPLOYER'S NAME] retains the right to discontinue or adjust any [Flexible Hours] [or] [Compressed Work Schedule] arrangement at its discretion. Employees may be required to return to a standard schedule if operational needs, departmental efficiency, changes in circumstances, or [performance-related concerns] make such a change necessary.

**EARNING PAID TIME OFF**

Employees authorized to work [Flexible Hours] [or] [a Compressed Work Schedule] will earn vacation, sick leave, or other forms of paid time off at the same rate as employees working a traditional schedule [, in accordance with [EMPLOYER'S NAME]'s [PAID TIME OFF POLICY]]. This ensures that participation in flexible arrangements does not impact accrued benefit eligibility.

**JOB RESPONSIBLITIES AND PERFORMANCE STANDARDS**

Under a [Flexible Hours] [or] [Compressed Work Schedule] arrangement, employees are expected to maintain the same job responsibilities and performance standards unless explicitly modified by their [immediate supervisor/manager]. Employees must fulfill all assigned duties and meet performance expectations. Failure to do so may result in the termination of the alternative schedule arrangement, disciplinary measures, or both, at [EMPLOYER'S NAME]’s discretion.

[EMPLOYER'S NAME] retains the right to pause or revoke any [Flexible Hours] [or] [Compressed Work Schedule] arrangement at any time.

[Exempt employees may be required to work beyond their established [Flexible Hours] [or] [Compressed Work Schedule] to complete their duties.] [Nonexempt employees may be required to work overtime as needed, regardless of their alternative schedule.]

**GUIDELINES FOR NON-EXEMPT EMPLOYEES**

Nonexempt employees working under [Flexible Hours] [or] [a Compressed Work Schedule] are required to:

* Adhere to [EMPLOYER'S NAME]’s [TIMEKEEPING OR PAYROLL POLICY], ensuring all working hours are accurately recorded.
* Take all meal and rest breaks as mandated by [[EMPLOYER'S NAME]’s [TIMEKEEPING OR PAYROLL POLICY]/applicable law].
* [With prior approval from their [immediate supervisor/manager], make up any missed working time (e.g., late arrivals) within the same workweek.]
* [If on a 9/80 schedule, adhere to the same pre-approved alternating day off while the Compressed Work Schedule remains active.]

Nonexempt employees will be compensated for overtime hours worked beyond [40 hours per workweek/[OTHER APPLICABLE THRESHOLD]]. Employees must:

* Follow [EMPLOYER'S NAME]’s [TIMEKEEPING OR PAYROLL POLICY] for recording and managing overtime.
* Obtain advance approval from their [immediate supervisor/manager] before working overtime.

**POLICY ADMINISTRATION**

[EMPLOYER'S NAME] retains the sole discretion to amend, revise, or remove any provisions of this policy without prior notice.

The [DEPARTMENT] oversees the implementation and management of this policy. Employees with questions regarding flexible work schedules or any aspects of this policy not explicitly covered are encouraged to contact the [DEPARTMENT] for assistance.

**APPLICABILITY TO COLLECTIVE BARGAINING AGREEMENTS**

The provisions outlined in this policy are designed to complement, not replace, modify, or override, any terms or conditions established in a collective bargaining agreement (CBA) between [EMPLOYER'S NAME] and a union.

Employees covered under a CBA should refer to the specific terms of their agreement for clarity. In instances where this policy conflicts with the terms expressed in the CBA, the collective bargaining agreement will take precedence.

For additional guidance on how this policy interacts with a CBA, employees are encouraged to contact the [DEPARTMENT NAME] Department or their union representative.

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and reviewed a copy of [EMPLOYER'S NAME]’s [NAME OF POLICY]. I understand that it is my responsibility to familiarize myself with the policy and adhere to its terms.

I also acknowledge that this policy is not intended to create an employment contract or alter my at-will employment status, unless otherwise specified in a written agreement signed by an authorized representative of [EMPLOYER'S NAME]. Any delay or failure by [EMPLOYER'S NAME] to enforce the provisions of this policy does not constitute a waiver of its rights to enforce them in the future.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date